

US EPA ARCHIVE DOCUMENT

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# **NON-URA SUPPLEMENTAL ASSISTANCE & BENEFITS PROGRAM**

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**CITY OF CINCINNATI PROJECTS REQUIRING  
RELOCATION**

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**EXHIBITS:**

- A: Cost Effectiveness Estimate**
- B: Final Cost Analysis**
- C: Owner-Occupied Businesses Agreement**
- D: Residential Owner-Occupants Agreement**
- E: Business Landlords Agreement**
- F: Business Tenants Agreement**
- G: Residential Tenant Agreement**

## INTRODUCTION

This Non-URA Supplemental Assistance and Benefits Program (“*Program*”) has been developed by the City of Cincinnati (“*City*”) in an effort to minimize impacts on displaced property owners and tenants affected by projects that require relocation of owners and tenants (“*Projects*”) by making certain Supplemental Assistance and Benefits (“*SABs*”) available to such owners and tenants (“*Projects*”). The SABs made available under this Program exceed the statutory requirements of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the “Uniform Act”)*. These SABs (which are in addition to just compensation for the property) are available to eligible property owners and tenants who enter into a Non-URA Supplemental Assistance and Benefits Program Agreement (“*Agreement*”) for the sale of property to the City, or the vacation thereof if a tenant.

In particular, the mandates of the US EPA Consent Decree have placed strict acquisition, planning and construction timelines on the Metropolitan Sewer District of Greater Cincinnati (“*MSDGC*”), which ultimately affect not only MSDGC, but also MSDGC’s ratepayers, many of whom are also City tax-payers. MSDGC has determined that it is in the best interests of the residents of the areas impacted by MSDGC projects, City of Cincinnati and the Hamilton County and MSDGC’s ratepayers to offer SABs to affected property owners in order to expedite the acquisition of relevant project properties and subsequent relocation of persons, personal property, businesses and business property. Supplemental benefit programs for construction projects have been shown to minimize eminent domain proceedings and thereby reduce project delivery time and cost. The City Administration agrees with MSDGC’s determination and believes that offering a supplemental benefit program for certain projects is also in the best interests of its tax-payers and the rate-payers of the Greater Cincinnati Water Works (“*GCWW*”).

The City believes that early completion of Projects will reduce personnel hours, project delivery time and construction costs, resulting in significant savings for City tax-payers, and GCWW and MSDGC ratepayers. Further, SABs will serve to compensate property owners for associated inconveniences and minimize the financial impacts on those who are displaced. Although this Program provides assistance and benefits to all Displacees (as hereafter defined), it offers greater assistance and benefits to impacted businesses because the inventory of replacement sites for residential leasing dramatically exceeds the inventory of commercial and industrial properties resulting in a disproportionate impact on retail, commercial, industrial and manufacturing businesses as compared to residential dwellings.

SABs under this Program are not reimbursable by any known federal or state funding agency; however, this Program has been reviewed by the Federal Highway Administration and the Ohio Department of Transportation as the agencies appointed with oversight for acquisition projects involving federal and state funding.

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## PURPOSE

The SABs associated with this Program are accounted for in both the construction and acquisition budgets within the Projects. SABs in the form of incentive payments are authorized under 23 CFR 710.203 (b)(2)(ii) and are not contingent upon or meant to reduce any benefits guaranteed under the Uniform Act.

Recent legislation has been signed by the Governor of Ohio granting quick-take authority to sewer districts that are subject to Consent Decree mandates. This legislation will take effect in mid-September 2012. The City will make all efforts to negotiate the acquisition of property interests avoiding the use of eminent domain. This Program provides the City with additional options to avoid costly court proceedings and potential project delays.

Some transportation agencies that have quick-take authority have developed incentive plans to expedite the clearing of rights-of-way in order to maintain construction schedules. Use of incentive plans by transportation agencies provides evidence that quick-take alone may not be sufficient to secure property required for Projects that are being driven by critical time frames for completion of acquisition efforts.

## PROJECT ELIGIBILITY

Each department shall review a Project to determine whether the use of SABs will expedite time-critical acquisitions and reduce costs associated with project delivery. A determination by a department to use must be approved by the City Manager. For MSDGC, the minimum project eligibility criteria shall require that a Project will result in the reduction of discharges from CSOs as mandated by the Consent Decree. Further, benefit/cost analyses (*See Exhibit A – Cost Effectiveness Estimate*) must deem the use of SABs to be prudent in expediting acquisitions and reducing costs associated with project delivery.

## DEFINITIONS

**Administrative Settlement** is a written explanation and justification for paying a property owner an amount that exceeds the fair market value estimate established in the appraisal. The Administrative Settlement is used after all reasonable efforts to negotiate an agreed acquisition price fail and the City approves it as being reasonable, prudent, and in the public interest.

**Business** is defined as any entity that is registered with any state that is operating a legally permissible business activity, and that is engaged in the retail sale of goods to end users, the production of goods or manufacturing, warehousing, assemblage of components or that provide services directly to the consumers or other businesses.

**Business Tenant** is an entity or person that has temporary, lawful use and occupancy of real property owned by another for the operation of a Business where the terms and conditions of use of the real property is memorialized by a written, signed and dated lease agreement.

**CSO** is a Combined Sewer Overflow from which untreated storm and wastewater is discharged from a combined sewer into the environment. Discharges from CSOs typically occur when combined sewers fill up with too much water for the system to handle, most often during heavy rains, and the excess water is released into a stream or river.

**Comparable Replacement Dwelling** is one that is: Decent, Safe and Sanitary (as hereafter defined); Functionally Equivalent (as hereafter defined) to the Displacement Dwelling (as hereafter defined); adequate in size to accommodate the occupants; is similarly situated in an area that is not subject to unreasonable adverse environmental conditions; and is reasonably as accessible to the person's place of employment as the Displacement Dwelling.

**Decent, Safe and Sanitary** applies only to residential dwellings and means that a dwelling meets applicable local housing and occupancy codes, or meets the following criterion: is structurally sound, weather tight and in good repair; contains a safe electrical system adequate for lighting and other electrical devices; contains a heating system capable of maintaining a temperature of approximately 70 degrees; has a continuing and adequate supply of suitable drinking water and is connected to an adequate sewage disposal system; includes a separate lighted and ventilated bathroom that provides privacy for the user containing a sink, bathtub or shower stall, and a toilet, all in good working order, and properly connected to appropriate sources of water and to a sewage system; and, has unobstructed egress to safe, open space at ground level.

**Displacee** is a person, tenant, occupant or business that is required to relocate as a result of the Projects and must be either the owner of property located within the Project Areas, or a tenant who is a party to a valid lease for a property within the Project Areas.

**Displacement Dwelling** is the structure that a person or Household Unit (as hereafter defined) moves from as a result of a Project (as hereafter defined). The dwelling is a primary place of permanent or customary and usual residence of a person or Household Unit (as hereafter defined) according to local custom or law and includes a single family house, a single family unit in a two family building, multi-family building or multi-purpose property or any other type of residential unit.

**Displacement Site** is the real property providing the location of a Business that the Business moves from as a result of a Project (as hereafter defined).

**Functionally Equivalent** applies to residential housing only and means that components of the Comparable Replacement Dwelling perform the same function and provides the same utility as that found in the Displacement Dwelling.

**Household Unit** is two or more individuals who are living together in a dwelling unit and who are: related by blood or law and live together as a single household; or are not related but live



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together as a single household; or all other individuals who are considered part of the Household Unit.

**Owner-Occupant** is any person who holds fee title interest in real property and occupies that property as their primary place of permanent or customary and usual residence.

**Project Area** is defined as all properties bounded by the confines of the Project based on planning and design efforts.

**Residential Tenant** is someone who has temporary, lawful use and occupancy of real property owned by another and occupies that property as their primary place of permanent or customary and usual residence.

**Right of Entry** is an agreement between the City and the property owner providing permission to enter upon the owner's property for the purpose of making surveys, soundings, drillings, appraisals and other examinations as are necessary for plan development and due diligence related to the furtherance of the Projects.

**Substantially Equivalent** means that the replacement site is significantly the same, performs the same function, provides the same utility, and is capable of contributing utility that is comparable to the Displacement Site. A Substantially Equivalent replacement site is not required to include every feature of the Displacement Site; however, the principal features should be the same to a large extent. Substantial equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a replacement site may be used. The City, to the extent possible and reasonable, shall ensure that any referrals for replacement sites are equal to or better than the Displacement Site and will make determinations regarding equivalency, considering reasonable trade-offs for specific features. These determinations will be made by collaborating with the displaced business to ensure that the replacement site is suitable for the business activities being performed at the Displacement Site.

## PROGRAMMATIC GUIDELINES

**Administrative Settlement:** The use of an Administrative Settlement will not be considered when calculating the amount of SABs, as further explained under "*Purchase of a Replacement Site*" (herein). Any revision or amendments to the appraisal and/or statement of just compensation amounts shall be reflected in the calculation of SABs. SABs are separate from the NIAGFO and an Administrative Settlement, and do not preclude the use of an Administrative Settlement.

**Agreement:** The Non-URA Supplemental Assistance and Benefits Program will be made available to property owners and tenants for City Projects. The City, in its sole discretion, will evaluate and make determinations of appropriate use of this Program based on cost/benefit

analyses for each Project in an effort to minimize eminent domain proceedings and thereby reduce Project delivery time and cost. (See Cost Effectiveness Estimate – Exhibit A)

**Agreement Offer:** The City will present the Agreement to the property owner simultaneously with the Notice of Intent to Acquire and Good Faith Offer (“NIAGFO”).

**Conditional Waiver of Requirements:** The City reserves the right to waive any conditions under this Program regarding qualifications for additional assistance and benefits based on the specific needs and circumstances unique to each eligible Business and/or tenant.

**Documentation:** Upon completion of acquisition for each Project, the City will calculate the cost of the benefits paid under this Program and compare them to the estimated costs associated with standard right-of-way acquisition processes. (See Exhibit B – Final Cost Analysis).

**In-Lieu-Of Fixed Payment Exclusion:** Any business receiving an “in-lieu-of” fixed payment pursuant to 49 CFR 24.305, will only be eligible for benefits related to “Waiver of Salvage Fees for Retained Real Property Features, Items and Fixtures” and “Waiver of Hold-Over Rents for Businesses”.

**Maximum Benefit:** The sum of assistance and benefits paid to a property owner under this Program shall not exceed the purchase price of the property.

**Payment to Property Owner:** Any assistance or benefits to a property owner under this Program will be made after all terms of the Agreement are satisfied and the closing has occurred.

**Payment to Tenant:** Any benefits to a tenant under this Program will be made after all terms of the Agreement are satisfied and the final payment of all relocation assistance has occurred.

**Project Plan:** Upon determination by the City that the benefits of this Program merit use for a specific Project, the appropriate City department will prepare a Project Plan for said Project. The project-specific plan may include all or a portion of the benefits described in this Program.

**Relocation Referrals:** The City, to the extent possible and reasonable, shall ensure that any referrals for replacement sites are equal to or better than the Displacement Site and will make determinations regarding equivalency, considering reasonable trade-offs for specific features. These determinations will be made by collaborating with the displaced Business to ensure that the replacement site is suitable for the business activities being performed at the Displacement Site.

**Relocation Requirement:** Any Displacee receiving SABs under this Program must relocate within the service area for the department whose acquisition project is causing displacement of owners and tenants.

**Residential Landlord Exclusion:** Property owners solely in the business of leasing residential properties are not eligible for certain assistance and benefits under this Program. The inventory of replacement sites for residential leasing dramatically exceeds the inventory of commercial and industrial properties; therefore, Projects have a disproportionate impact on commercial, industrial and manufacturing businesses. This exclusion does not preclude residential landlords who own real property from benefits offered herein pertaining to *“Waiver of Salvage Fees for Retained Residential Real Property Features, Items and Fixtures”*.

**Reviews:** Annual reviews of project-specific plans may result in modifications or elimination if the plan is deemed ineffective in expediting acquisition or fails to provide foreseeable cost benefits.

**Right of Entry:** All property owners will be required to sign a Right of Entry providing the City and its agents expedited access to the property for performing pre-construction activities. The Right of Entry must be signed and provided to the City with the signed Contract for Sale and Purchase of Real Property (*“Contract”*) and Agreement.

**Sole Discretion:** All determinations regarding use or implementation of this Program shall be at the City’s sole discretion.

## DEADLINE FOR ACCEPTANCE

**Acceptance Period for Owners:** Property owners shall have 30 days from the date of receiving the NIAGFO to accept the terms of the NIAGFO, execute the Contract and Agreement (*See Exhibit C – Agreement for Owner-Occupied Businesses, Exhibit D – Agreement for Residential Owner-Occupants or Exhibit E – Agreement for Business Landlords*), and deliver all documents to the City to be eligible under this Program. Upon expiration of the 30-day acceptance period, the SABs will be withdrawn and no longer available to the property owner. For properties with multiple owners who may receive NIAGFOs on different dates, the 30-day period will begin on the latest date that all owners receive the NIAGFO. The 30-day acceptance period will commence the same day of receipt by the property owner of the NIAGFO, and conclude at 11:59PM on the 30th calendar day thereafter. If the 30-day acceptance period expires on a weekend (Saturday-Sunday) or federally recognized holiday, the next business day (Monday-Friday), will be considered the 30th and final day of the acceptance period.

**Acceptance Period for Tenants:** Tenants shall have 30 days from the date of receiving referrals to execute the Agreement (*See Exhibit F – Agreement for Business Tenants or Exhibit G – Agreement for Residential Tenants*) and deliver it to the City to be eligible under this Program. Upon expiration of the 30-day acceptance period, the SABs will be withdrawn and no longer available to the tenant. The 30-day acceptance period will commence the same day of receipt of the referrals, and conclude at 11:59PM on the 30th calendar day thereafter. If the 30-day acceptance period expires on a weekend (Saturday-Sunday) or federally recognized holiday, the

next business day (Monday-Friday), will be considered the 30th and final day of the acceptance period.

**Administrative Settlement:** If an Administrative Settlement is used, the Contract and Agreement must be signed and received by the City within the 30-day acceptance period, unless the 30-day acceptance period expires while the City is reviewing the merits of an owner's counter-offer. In such an instance, the property owner will be afforded the same number of additional days to review and respond to the NIAGFO or any amended offer.

**Owner's Appraisal:** The 30-day period will be extended in instances where an appraisal is being obtained an owner; however, the owner will be afforded a maximum of 30 days to produce an owner's appraisal. In such an instance, the property owner will be afforded the same number of additional days to review and respond to the offer or any amended offer.

**Modifications:** Modification of the 30-day acceptance period may be granted in exigent situations where errors by the City result in delays. The City may determine to grant the owner a re-start or other modification of the 30-day acceptance period where: (1) documents, provided by the City, contain errors or omissions of material facts, or (2) there were delays by the City of greater than 24 hours in responding to a property owner during the 30-day acceptance period.

**Mailed Acceptance Documents:** Any documents required to be received by the City within the acceptance period that are returned to the City by U.S. mail or other postal delivery service, must be post marked within the same 30-day period. Failure to include all required documents may result in forfeiture of assistance and benefits under this Program.

**No Coercive Action:** The acceptance section of the Agreement includes an "assurance of no coercive action" clause, above the signature block, which states that the owner recognizes his right to review the offer for 30 days and waives this right, that the offer was accepted of the owner's free will and that no coercive actions were taken by the City or its representatives.

## ASSISTANCE AND BENEFITS

### DISPLACED BUSINESSES

#### PURCHASE OF A REPLACEMENT SITE

Additional assistance is available to owner-occupied Businesses to facilitate the purchase of a replacement site where the cost of a Substantially Equivalent replacement site exceeds the acquisition cost of the Displacement Site. Payments pursuant to this benefit are not contingent upon or meant to reduce any benefits guaranteed under the Uniform Act. The maximum benefit will be \$100,000 per eligible Business owner and shall not exceed 25% of the appraised value that is the basis for the NIAGFO or any amended offer.

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The City, in its sole discretion, must determine that any such SAB is calculated based on the reasonable cost of a Substantially Equivalent site. The City will rely on comparable sales data provided in the appraisal prepared for the City in making such determinations.

The use of an Administrative Settlement will have no influence in the calculation of the amounts of this benefit. In instances where the City's appraisal is amended or updated resulting in an increased offer, the new offer amount will be used in calculating the amount of this benefit.

#### **MODIFICATIONS TO A REPLACEMENT SITE**

Any eligible displaced Business may receive up to an additional \$50,000 in assistance under this Program. This assistance is available to owner-occupied Businesses and Business Tenants that adequately demonstrate the need for reasonable modifications to the replacement site.

The displaced Business must demonstrate, to the satisfaction of the City, that any amounts are actually incurred and are reasonable. For instance, reimbursement for costs associated with painting the replacement site must be supported by bids received from at least two commercial painting companies. The City will have the right to obtain estimates should the bids submitted seem excessive or unreasonable.

#### **INCREASED PROPERTY TAX**

An amount up to \$25,000 is available under this Program for property taxes at the replacement site that are higher than those at the Displacement Site. This benefit will be calculated by subtracting the tax amounts at the Displacement Site from the tax amounts at the replacement site and multiplying the difference by 12 months. The resulting sum will be provided to the displaced Business immediately after reimbursement to the Business of all relocation costs. This benefit is contingent upon the acquisition of a Substantially Equivalent site.

Where Substantially Equivalent sites are available and the displaced Business elects to purchase a larger site, the City may reduce the amount of benefit to an amount commensurate with the percentage of increased size. For example, a replacement site that is twice as large as the Displacement Site may result in a 50% reduction in the calculation of the amount of this benefit.

This assistance is available to owner-occupied businesses and Business Tenants. To qualify as a Business Tenant, the lease agreement for the Displacement Site must require that the Business Tenant pay real property tax. Any Business Tenant who is not responsible for the payment of real property tax but is required pay real property tax at the replacement site

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will be offered a fixed payment of \$12,500 under this Program. Further, the City will work with all displaced Businesses to attempt to locate replacement sites where tax incentive programs exist.

#### **INCREASED UTILITY COSTS**

Assistance up to \$25,000 for increased utility costs incurred as a result of acquiring the replacement site will be made available by the City. Amounts available under this assistance will be calculated by comparing actual amounts paid by the displaced Business at the Displacement Site for utility costs to actual amounts paid on an annual basis at the replacement site. If actual amounts are not available for the replacement site, Duke Energy will be consulted to estimate annual costs for the site. If utility costs will be increased as a result of the displacement, the City will pay the difference for a one-year period and the amount will be delivered to the displaced Business immediately after the all relocation payments have been issued.

This benefit is contingent upon the displaced Business acquiring a Substantially Equivalent site. Where Substantially Equivalent sites are available and the displaced Business elects to purchase a larger site resulting in increased utility costs, the City may reduce the amount of benefit to an amount commensurate with the percentage of increased size. For example, a replacement site that is twice as large as the Displacement Site may result in a 50% reduction in in the calculation of the amount of this benefit.

This assistance is available to owner-occupied businesses and Business Tenants. To qualify as a Business Tenant, the lease agreement for the Displacement Site must require that the Business Tenant be responsible for utilities. Any Business Tenant who is not responsible for the payment of utilities real property tax but is required to pay them at the replacement site will be offered a fixed payment of \$12,500 under this Program.

#### **WAIVER OF SALVAGE FEES FOR RETAINED REAL PROPERTY FEATURES, ITEMS AND FIXTURES**

In an effort to reduce the amount of demolition debris that will be sent to City landfills, the City is promoting the reuse of real property features, items and fixtures by waiving salvage fees for owners and other interested parties. Items that can typically be reused include doors, windows, plumbing fixtures, steel beams, lumber, timber, plywood, appliances and electrical fixtures and panels, including HVAC (heating ventilation and air conditioning) units.

The City will allow any owner-occupied Business owner to remove any real property fixture at the business owner's own risk and waive any requirement for payment of salvage fees to the City for the retention of the fixture. Where owners request to retain items that have

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been considered in the appraisal and assigned specific values, the City may reduce the purchase price by the amount equal to the contributory value of the item being retained. In all cases, trade fixtures will be retained by the owner of the fixture. Any reuse of features, items or fixtures must comply with all State of Ohio, City of Cincinnati or other applicable building codes.

#### **WAIVER OF HOLDOVER RENTS FOR BUSINESSES**

The City shall waive holdover rents for up to six months for displaced Businesses. Any Business retaining possession of the business property shall provide evidence of general liability insurance in an amount not less than \$1,000,000 and the City of Cincinnati and Board of County Commissioners of Hamilton County, Ohio shall be named as additional insureds under the policy. The insurance policy must be effective through the date the Business vacates the property.

The Business will be required to execute an agreement that includes the following: the property will be vacated within six months after closing; the business shall assume all responsibility for and hold the City of Cincinnati, Board of County Commissioners of Hamilton County, Ohio, harmless for any and all claims arising from the continued use of the property; all personal property will be removed from the site and it must be left broom clean upon vacating the premises; and, that any materials posing a threat to the environment if released will be managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

The Business will also be responsible for all utility costs, including, but not limited to, water, gas, electric, sewage, stormwater and trash collection during the entire time of possession of the property. Real property tax will be paid by the City from the date of closing.

Any extension of the period for waiver of holdover rents must be issued in writing by the City and all other requirements of the Business under this section shall remain in force.

#### **ACCELERATED ACCEPTANCE BENEFIT**

Owners who lease property to a Business will be paid a sum of \$10,000 if the Contract and Agreement (*See Exhibit E – Agreement for Business Landlords*) are executed by the owner and delivered to the City within 30 days of receipt.



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## **DISPLACED RESIDENTIAL TENANTS AND RESIDENTIAL OWNER-OCCUPANTS**

### **ACCELERATED MOVE BENEFIT FOR OWNER-OCCUPIED RESIDENTS**

After receiving at least three referrals of Comparable Replacement housing, owner-occupants will be eligible to receive payments for relocating within expedited time frames as follows: 1 to 30 days - \$2,500; 31-45 days - \$1,500; 46 to 60 days - \$1,000. No benefit will be paid for moves that occur after 60 days.

In order to receive payment, owner-occupants must vacate the premises removing all personal property within the required time frame and the premises must be broom-clean.

### **ACCELERATED MOVE BENEFIT FOR RESIDENTIAL TENANTS**

After receiving at least three referrals of Comparable Replacement housing, Residential Tenants will be eligible to receive payments for relocating within expedited time frames as follows: 1 to 30 days - \$1,000; 31-45 days - \$750; 46 to 60 days - \$500. No benefit will be paid for moves that occur after 60 days.

In order to receive payment, tenants must vacate the premises removing all personal property and must leave the premises broom-clean.

### **WAIVER OF SALVAGE FEES FOR RETAINED RESIDENTIAL REAL PROPERTY FEATURES, ITEMS AND FIXTURES**

In an effort to reduce the amount of demolition debris that will be sent to City landfills, the City is promoting the reuse of real property features, items and fixtures by waiving salvage fees for owners and other interested parties. Items that can typically be reused include doors, windows, plumbing fixtures, steel beams, lumber, timber, plywood, appliances and electrical fixtures and panels, including HVAC (heating ventilation and air conditioning) units.

The City will allow any residential property owner to remove any real property fixture at their own risk and waive any requirement for payment of salvage fees to the City for the retention of the fixture. Where owners request to retain items that have been considered in the appraisal and assigned specific values, the City may reduce the purchase price by the amount equal to the contributory value of the item being retained. In all cases, trade fixtures will be retained by the owner of the fixture. Any reuse of features, items or fixtures must comply with all State of Ohio, City of Cincinnati or other applicable building codes.



## RETROACTIVITY - MSDGC ADVANCED ACQUISITION

MSDGC began advanced acquisition activities in 2010 in accordance with 23 CFR 710.503. Due to MSDGC planning activities and public outreach efforts, reports from property owners revealed prospecting of properties within the Projects was occurring. Further, some commercial property owners located within Lick Run Valley Conveyance Project area began reporting plans for development of their properties while others complained that publicity regarding the Projects resulted in an inability to sell or lease their properties. Other property owners facing foreclosure also claimed publicity as the cause for decreased occupancy and/or an inability to sell their property. Advanced acquisitions have been primarily focused in the Lick Run Valley Conveyance corridor which will account for a vast majority of the full takes required to accomplish the goals established by the US EPA Consent Decree.

During early acquisition stages of the Projects, the City did not anticipate the use of SABs to secure necessary rights-of way. However, because the Projects require extensive planning and design efforts that will not be presented to US EPA for approval until the December 2012, the City has elected to develop this Program for use when cost/benefit analyses reveal a reduction in project delivery time and costs. Should the City determine or choose to make these benefits retroactive to property owners who have sold property to MSDGC prior to implementation of this Program, such property owners that meet the eligibility criteria will be compensated.